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15 Attorneys for Plaintiff JENS ERIK SORENSEN,
16 as Trustee of SORENSEN RESEARCH AND
17 DEVELOPMENT TRUST

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

JENS ERIK SORENSEN, as Trustee of) Case No. 08 cv 233 BTM CAB
SORENSEN RESEARCH AND)
DEVELOPMENT TRUST,) **JOINT STIPULATION FOR**
Plaintiff) **EXCEPTION TO STAY TO**
v.) **PRESERVE EVIDENCE**
GLOBAL MACHINERY COMPANY,)
an Australian company; GMCA PTY.)
LTD., an Australian company;)
TRAPONE CORPORATION PTY.)
LTD., an Australian company; and DOES)
1 – 100,)
Defendants.)

1 Plaintiff Jens Erik Sorensen as Trustee of Sorensen Research and
 2 Development Trust, and Defendants Global Machinery Company, GMCA PTY.
 3 LTD., Trapone Corporation PTY. LTD by and through their respective counsel,
 4 hereby stipulate to an exception to stay for preservation of evidence by defendant on
 5 consistent terms with the ruling of this Court on August 20, 2008 in related cases¹ on
 6 motions for exception to stay to preserve evidence as follows:

7 1. All prototype and production molds used in the production of the
 8 accused products within the custody and control of the Defendants will be preserved.

9 2. All design and technical documents for the accused product within the
 10 control and custody of the Defendants will be preserved.

11 3. Plaintiff will propound (and Defendants will answer) one (1)
 12 interrogatory on the Defendants that asks for the identification of the company
 13 names and addresses of nonparty manufacturers, suppliers, and importers who have
 14 prototype, production, design, technical documents or evidence regarding the
 15 accused products.

16 4. Plaintiff understands that Defendants may not have actual control to
 17 govern the actions of nonparty manufacturers, suppliers, and importers identified
 18 pursuant to the interrogatory authorized by paragraph 3 above.

19 5. The parties agree to abide by and be bound by the terms of this
 20 Stipulation upon signature by their attorneys.

21 The parties have authorized electronic signatures for purposes of this
 22 Stipulation.

23 **IT IS SO STIPULATED.**

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 26 ¹ *Sorensen v. CTT Tools*, Case No. 08cv231; *Sorensen v. Emerson Electric*, Case
 27 No. 08cv00060; *Sorensen v. Esseplast*, Case No. 07cv2277; *Sorensen v. Logitech*, Case No.
 28 08cv308; *Sorensen v. Ryobi*, Case No. 08cv00070; *Sorensen v. Senco*, Case No.
 08cv00071.

1 DATED this Monday, September 15, 2008.

2 JENS ERIK SORENSEN, as Trustee of
3 SORENSEN RESEARCH AND DEVELOPMENT
4 TRUST, Plaintiff

5 /s/ Melody A. Kramer
6

7 J. Michael Kaler, Esq.
8 Melody A. Kramer, Esq.
9 Attorneys for Plaintiff

10 GLOBAL MACHINERY COMPANY, GMCA
11 PTY. LTD., TRAPONE CORPORATION PTY.
12 LTD, Defendants

13 /s/ Cassandra L. Wilkinson
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15 Cassandra L. Wilkinson, Esq.
16 Mark G. Kachigian, Esq.
17 Callie Bjurstrom, Esq.
18 Attorneys for Defendants